

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re: : Chapter 11 Case No.
: :
LEHMAN BROTHERS HOLDINGS INC., *et al.*, : 08-13555 (JMP)
: :
Debtors. : (Jointly Administered)
-----X

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

LBNV Holdings, L.L.C.

Name of Transferee

Morgan Stanley & Co. International PLC

Name of Transferor

Name and Address where notices to transferee
should be sent:

P.O. Box 1641
New York, New York 10150
E-mail: lbvn@lbvn.myhostedsolution.net
Phone: N/A
Last Four Digits of Acct #: N/A

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Andrew N. Rosenberg
Phone: (212) 373-3158
Facsimile: (212) 492-0158
E-Mail: arosenberg@paulweiss.com

Name and Address where transferee payments
should be sent (if different from above): N/A

Court Claim # (if known): 56624
Total Claim Amount: \$2,478,294.60

Amount of Claim as Filed with respect to ISIN
XS0278216691: \$1,389,150.00
Amount of Claim as Filed with respect to ISIN
XS0278216691 to be Transferred: \$1,356,547.50 (or
97.65306122% of the Amount of Claim as Filed)

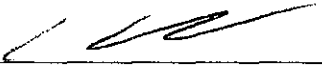
Allowed Amount of Claim Held by Transferor with
respect to ISIN XS0278216691: \$1,358,084.22
Allowed Amount of Claim Held by Transferor with
respect to ISIN XS0278216691 to be Transferred:
\$1,358,084.22 (or 100.00% of the Allowed Amount
of Claim Held by Transferor with respect to ISIN
XS0278216691)

Date Claim Filed: October 29, 2009

Morgan Stanley & Co. International PLC
25, Cabot Square
Canary Wharf
London E14 4QA
E- mail: Indistressed@morganstanley.com

****PLEASE SEE ATTACHED EXHIBITS****

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 
Transferee/Transferee's Agent

Date: August 3, 2012

Andrew N. Rosenberg/Authorized Signatory

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Exhibit A

Evidence of Transfer of Claim

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **MORGAN STANLEY & CO. INTERNATIONAL PLC** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **LBNV HOLDINGS, L.L.C.** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the **applicable percentage/nominal amount** specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Proof of Claim Number **56624** filed by or on behalf of **Banca Di San Marino S.P.A.** (the "**Proof of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) Seller has delivered to Purchaser true and correct copies of all notices it has received with respect to the Transferred Claims, including without limitation, the Notice of Proposed Allowed Claim Amount, dated August 24, 2011, and any revision thereto (collectively, the "**Notice**"); (h) Seller did not deliver a Response (as defined in the Notice) with respect to the Transferred Claims; and (i) Seller has received the first distribution relating to the Transferred Claims pursuant to the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliate Debtors, dated December 5, 2011, in the same time, manner and amount as other unsecured creditors of the same class of claims generally.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller

transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions, proceeds or notices received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.


7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 3 day of August 2012.

SELLER
MORGAN STANLEY & CO. INTERNATIONAL
PLC

PURCHASER
LBVN HOLDINGS, L.L.C.

By: 
Name:
Title:

By: 
Name: Andrew N. Rosenberg
Title: Authorized Signatory

BRIAN CRIPPS
Authorized Signatory

25, Cabot Square
Canary Wharf
London E14 4QA
E-mail: Indistressed@morganstanley.com

P.O. Box 1641
New York, NY 10150

Schedule 1

Transferred Claims

Purchased Claim



97.65306122% = US\$1,356,547.50 of US\$1,389,150.00 (the claim amount with respect to ISIN XS0278216691 as set forth in the Proof of Claim).
100% = US\$1,358,084.22 of US\$1,358,084.22 (the allowed claim amount with respect to ISIN XS0278216691 as set forth in the Notice).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount & Accrued Interest	Coupon	Maturity
Issuer Lehman Brothers Treasury Co. BV – Lehman Crude Linked Wedding Cake Notes	XS0278216691	Lehman Brothers Treasury CO. BV	Lehman Brothers Holdings Inc	EUR 957,000.00 principal which is the equivalent of US\$1,356,547.50 Principal	N/A	15 December 2008

Exhibit B

Proof of Claim

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000056624	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Banca di San Marino S.p.A. Strada della Croce, 39 47896 Faetano Repubblica di San Marino Attention: Mr. Emanuele Cesarini		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Telephone number: +378 873402 Email Address: titoli@bsm.sm			
Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: Email Address:			
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: <u>See attached</u> (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>See attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>See attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See attached</u> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		<div style="border: 2px solid black; padding: 5px; text-align: center;">FOR COURT USE ONLY FILED / RECEIVED OCT 29 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
Date: October 28, 2009 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: Fausto Mularoni Title: President			
 Banca di San Marino SOCIETA PER AZIONI - FAETANO 1920 II PRESIDENTE			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

Lehman Brothers Holdings Inc., *et al.*

Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.

-----X

**ANNEX TO PROOF OF CLAIM OF
BANCA DI SAN MARINO S.P.A.**

1. Claimant. Banca di San Marino S.p.A. (the "**Claimant**"), hereby files the accompanying proof of claim (the "**Proof of Claim**") against Lehman Brothers Holdings Inc. (the "**Debtor**"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "**Petition Date**"), as described more fully below.

2. Transactions Between the Parties. The Claimant is the holder and is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. (the "**Obligor**") and guaranteed by the Debtor (each a "**Program Security**" and, together, the "**Program Securities**") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("**ISIN**") identifying each Program Security, along with the respective Clearstream Bank blocking reference number and the Clearstream Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 3 attached hereto. The Program Securities have also the benefit of an express, unconditional and

irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of the Obligor pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is the holder and is authorized to act on behalf of the holders of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 2,478,294.60 plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "**Claim**"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the

jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

ISIN Code	Clearstream blocking reference #	Clearstream account #	Issuer	Nominal Amount
XS0163559841	CA36369	89335	Lehman Brothers Treasury Co. BV	€ 64,000.00
XS0176153350	CA36367	89335	Lehman Brothers Treasury Co. BV	€ 170,000.00
XS0178969209	CA36370	89335	Lehman Brothers Treasury Co. BV	€ 20,000.00
XS0185655445	CA36364	89335	Lehman Brothers Treasury Co. BV	€ 5,000.00
XS0189294225	CA36360	89335	Lehman Brothers Treasury Co. BV	€ 54,000.00
XS0200284247	CA36358	89335	Lehman Brothers Treasury Co. BV	€ 40,000.00
XS0210782552	CA36354	89335	Lehman Brothers Treasury Co. BV	€ 119,000.00
XS0211093041	CA36353	89335	Lehman Brothers Treasury Co. BV	€ 52,000.00
XS0213971210	CA36348	89335	Lehman Brothers Treasury Co. BV	€ 230,000.00
XS0278216691	CA36345	89335	Lehman Brothers Treasury Co. BV	€ 957,000.00
XS0278216691	CA36346	89322	Lehman Brothers Treasury Co. BV	€ 23,000.00

EXHIBIT 2

ISIN Code	Nominal Amount (FOREIGN CURRENCY)	Interest** (FOREIGN CURRENCY)	Total (FOREIGN CURRENCY)	Nominal Amount (USD)*	Interest (USD)*	Total (USD)*
XS0163559841	€ 64,000	€ 1,238.34	€ 65,238.34	90,720.00	1,755.35	92,475.35
XS0176153350	€ 170,000	€ 4,845.79	€ 174,845.79	240,975.00	6,868.91	247,843.91
XS0178969209	€ 20,000	€ 552.04	€ 20,552.04	28,350.00	782.51	29,132.51
XS0185655445	€ 5,000	€ 124.98	€ 5,124.98	7,087.50	177.16	7,264.66
XS0189294225	€ 54,000	€ 920.16	€ 54,920.16	76,545.00	1,304.32	77,849.32
XS0200284247	€ 40,000	€ 1,196.62	€ 41,196.62	56,700.00	1,696.21	58,396.21
XS0210782552	€ 119,000	€ 2,608.35	€ 121,608.35	168,682.50	3,697.34	172,379.84
XS0211093041	€ 52,000	€ 601.21	€ 52,601.21	73,710.00	852.21	74,562.21
XS0213971210	€ 230,000	€ 2,268.49	€ 232,268.49	326,025.00	3,215.59	329,240.59
XS0278216691	€ 980,000	-	€ 980,000.00	1,389,150.00	-	1,389,150.00

Total Claim Amount: USD \$ 2,478,294.60

** Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by Federal Reserve for September 15, 2008: 1 EUR = 1.4175 USD*

*** Interest accrued until September 14, 2008 (included).*

EXHIBIT 3

Evidence of Ownership

BSManuel02

Clearstream Banking - CreationOnline

18.15 CET

General Information

Safekeeping Account	89335 - BANCA DI SAN MARINO/PROPRIETA
ISIN Code	XS0163559841
Common Code	016355984 - Single
Description	EUR 6 LEHMAN BROS.TREAS.CO.BV (1-2)03-2011
Place of Safekeeping	IRVTGB2XGPT - *****
Business Date	22/10/09
As Of	21/10/09 15.01

Balances

Balance Type	Balance	Last Movement
Held Free	0	21/10/09 15.01
Total Available	0	21/10/09 15.01
Blocked	64.000	21/10/09 15.01
Total Unavailable	64.000	21/10/09 15.01
Aggregate	64.000	21/10/09 15.01

BSMahu02 Clearstream Banking - CreationOnline 18.16 CET

General Information

Safekeeping Account	89335 - BANCA DI SAN MARINO/PROPRIETA
ISIN Code	XS0176153350
Common Code	017615335 - Single
Description	EUR 7,00 LEHMAN BROS.HOLD.INC.03-2013
Place of Safekeeping	IRVTGB2XGPT - *****
Business Date	22/10/09
As Of	21/10/09 15.01

Balances

Balance Type	Balance	Last Movement
Held Free	0	21/10/09 15.01
Total Available	0	21/10/09 15.01
Blocked	170.000	21/10/09 15.01
Total Unavailable	170.000	21/10/09 15.01
Aggregate	170.000	21/10/09 15.01

BSManuel02

Clearstream Banking - CreationOnline

18.16 CET

General Information

Safekeeping Account	89335 - BANCA DI SAN MARINO/PROPRIETA
ISIN Code	XS0178969209
Common Code	017896920 - Single
Description	EUR 7 LEHMAN BROS.TREAS.CO.BV (1-2) 03-2013
Place of Safekeeping	IRVTGB2XGPT - *****
Business Date	22/10/09
As Of	21/10/09 15.01

Balances

Balance Type	Balance	Last Movement
Held Free	0	21/10/09 15.01
Total Available	0	21/10/09 15.01
Blocked	20.000	21/10/09 15.01
Total Unavailable	20.000	21/10/09 15.01
Aggregate	20.000	21/10/09 15.01

BSManuel02

Clearstream Banking - CreationOnline

18.16 CET

General Information

Safekeeping Account	89335 - BANCA DI SAN MARINO/PROPRIETA
ISIN Code	XS0185655445
Common Code	018565544 - Single
Description	EUR 7 LEHMAN BROS.TREAS. 04-2014
Place of Safekeeping	IRVTGB2XGPT - *****
Business Date	22/10/09
As Of	21/10/09 15.01

Balances

Balance Type	Balance	Last Movement
Held Free	0	21/10/09 15.01
Total Available	0	21/10/09 15.01
Blocked	5.000	21/10/09 15.01
Total Unavailable	5.000	21/10/09 15.01
Aggregate	5.000	21/10/09 15.01

BSManuel02

Clearstream Banking - CreationOnline

18.16 CET

General Information

Safekeeping Account	89335 - BANCA DI SAN MARINO/PROPRIETA
ISIN Code	XS0189294225
Common Code	018929422 - Single
Description	EUR 7,00 LEHMAN BROS.04-2014
Place of Safekeeping	IRVTGB2XGPT - *****
Business Date	22/10/09
As Of	21/10/09 15.01

Balances

Balance Type	Balance	Last Movement
Held Free	0	21/10/09 15.01
Total Available	0	21/10/09 15.01
Blocked	54.000	21/10/09 15.01
Total Unavailable	54.000	21/10/09 15.01
Aggregate	54.000	21/10/09 15.01

BSManuel02

Clearstream Banking - CreationOnline

18.17 CET

General Information

Safeguarding Account	89335 - BANCA DI SAN MARINO/PROPRIETA
ISIN Code	XS0200284247
Common Code	020028424 - Single
Description	EUR 7,00 LEHMAN BROS.TREAS.04-2014
Place of Safeguarding	IRVTGB2XGPT - *****
Business Date	22/10/09
As Of	21/10/09 15.01

Balances

Balance Type	Balance	Last Movement
Held Free	0	21/10/09 15.01
Total Available	0	21/10/09 15.01
Blocked	40.000	21/10/09 15.01
Total Unavailable	40.000	21/10/09 15.01
Aggregate	40.000	21/10/09 15.01

BSManuel02

Clearstream Banking - CreationOnline

18.17 CET

General Information

Safekeeping Account	89335 - BANCA DI SAN MARINO/PROPRIETA
ISIN Code	XS0210782552
Common Code	021078255 - Single
Description	EUR FL.R LEHMAN BROS.TREAS.CO.BV 05-2013
Place of Safekeeping	IRVTGB2XGPT - *****
Business Date	22/10/09
As Of	21/10/09 15.01

Balances

Balance Type	Balance	Last Movement
Held Free	0	21/10/09 15.01
Total Available	0	21/10/09 15.01
Blocked	119.000	21/10/09 15.01
Total Unavailable	119.000	21/10/09 15.01
Aggregate	119.000	21/10/09 15.01

BSManuel02

Clearstream Banking - CreationOnline

18.17 CET

General Information

Safekeeping Account	89335 - BANCA DI SAN MARINO/PROPRIETA
ISIN Code	XS0211093041
Common Code	021109304 - Single
Description	EUR 7,50 LEHMAN BROS.TREAS.CO.BV. 05-2015
Place of Safekeeping	IRVTGB2XGPT - *****
Business Date	22/10/09
As Of	21/10/09 15.01

Balances

Balance Type	Balance	Last Movement
Held Free	0	21/10/09 15.01
Total Available	0	21/10/09 15.01
Blocked	52.000	21/10/09 15.01
Total Unavailable	52.000	21/10/09 15.01
Aggregate	52.000	21/10/09 15.01

BSManuel02

Clearstream Banking - CreationOnline

18.17 CET

General Information

Safekeeping Account	89335 - BANCA DI SAN MARINO/PROPRIETA
ISIN Code	XS0213971210
Common Code	021397121 - Single
Description	EUR 7,625 LEHMAN BROS.TREAS.CO.BV(W8 S)05-15
Place of Safekeeping	IRVTGB2XGPT - *****
Business Date	22/10/09
As Of	21/10/09 15.01

Balances

Balance Type	Balance	Last Movement
Held Free	0	21/10/09 15.01
Total Available	0	21/10/09 15.01
Blocked	230.000	21/10/09 15.01
Total Unavailable	230.000	21/10/09 15.01
Aggregate	230.000	21/10/09 15.01

BSManuel02

Clearstream Banking - CreationOnline

18.18 CET

General Information

Safekeeping Account	89335 - BANCA DI SAN MARINO/PROPRIETA
ISIN Code	XS0278216691
Common Code	027821669 - Single
Description	EUR 0,00 LEHMAN BROS.TREAS.CO.BV 06-2008
Place of Safekeeping	IRVTGB2XGPT - *****
Business Date	22/10/09
As Of	21/10/09 15.01

Balances

Balance Type	Balance	Last Movement
Held Free	0	21/10/09 15.01
Total Available	0	21/10/09 15.01
Blocked	957.000	21/10/09 15.01
Pending Delivery	0	16/10/09 23.09
Total Unavailable	957.000	21/10/09 15.01
Aggregate	957.000	21/10/09 15.01

BSManuel02

Clearstream Banking - CreationOnline

18.18 CET

General Information

Safekeeping Account	89322 - BANCA DI SAN MARINO
ISIN Code	XS0278216691
Common Code	027821669 - Single
Description	EUR 0,00 LEHMAN BROS.TREAS.CO.BV 06-2008
Place of Safekeeping	IRVTGB2XGPT - *****
Business Date	22/10/09
As Of	21/10/09 15.01

Balances

Balance Type	Balance	Last Movement
Held Free	20.000	21/10/09 15.01
Total Available	20.000	21/10/09 15.01
Blocked	23.000	21/10/09 15.01
Total Unavailable	23.000	21/10/09 15.01
Aggregate	43.000	21/10/09 15.01

EXHIBIT 4

Written Consent June 9, 2005

06/08/2005

16:41

LEHMAN → 916467582653

NO.504

001

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS

ID=2023380294

P. 02

06-09-05 11:31 JDM - 2023380294
26/09/2005 16:41 LE-MAN + 31645752263

NO. 290 004
NO. 524 002

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

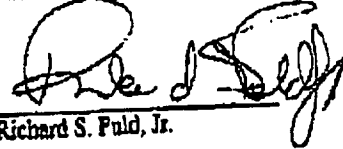
RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fuld, Jr.


John D. Macomber

06/08/2005 16:41 LEHMAN → 916467582653

NO.504 003

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No



Repubblica di San Marino

United States Bankruptcy Court/Southern District of New York

Epig Bankruptcy Solutions, LLC
Attn: Lehman Brothers Holdings Claims Processing
757 Third Avenue, 3rd Floor
New York, NY 10017

Banca di San Marino S.p.A.
Strada della Croce, 39
47896 Faetano
Repubblica di San Marino

Tel. +378 873402
Fax +378 873465
E-mail titoli@bsm.sm

October 28, 2009

BANCA DI SAN MARINO S.p.A. - PROOF OF CLAIM AGAINST LEHMAN BROTHERS HOLDINGS INC.

To: United States Bankruptcy Court/Southern District of New York

Enclosed please find two original copies of the proofs of claim hereby filed by Banca di San Marino S.p.A. against Lehman Brothers Holdings Inc., together with photocopies of the original proofs of claims. Please retain and time-stamp the original proofs of claim and please time-stamp and return the photocopies (time-stamped as "RECEIVED") by using the enclosed prepaid envelop.

Kind regards,

Banca di San Marino S.p.A.

Fausto Mularoni
President

Wilson

Ordine della Croce 38 Fiesano • 47898 Repubblica di San Marino • tel. 0549 873 411 • fax 0549 873 401 • Country Code (+) 378

DO NOT SEND CASH, CASH EQUIVALENT OR JEWELLERY.
DH's liability shall not exceed US\$ 100 for any shipment. See conditions of carriage on the airbill.

DHL EXPRESS TRACK THE SHIPMENT ON THE DHL WEB SITE: http://www.dhl.com		DHL Connect 4663899063		ZYP 0. Product & Services 1. Services Worldwide		DOX	
1. Payee account number and insurance details Charge to: <input type="checkbox"/> Invoice <input type="checkbox"/> Net 30 day Payee Account No. 12072317 Payment Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No 2. From Shipper Shipper's account no. 12072317 Shipper's address (in 12 positions but only last 10 will be shown on invoice) Country name Address NMS 811		4. Shipment details Total Number of Packages 1 Total Weight 0.5 Dimensions (L x W x H) (in cm) (Length X Width X Height)		5. Service description of contents EXPRESS WORLDWIDE (D) 100% NEW YORK UNITED STATES CODES US-ZYP-TSS		6. Item Description 15. Item Description 16. Item Description 17. Item Description 18. Item Description 19. Item Description 20. Item Description 21. Item Description 22. Item Description 23. Item Description 24. Item Description 25. Item Description 26. Item Description 27. Item Description 28. Item Description 29. Item Description 30. Item Description 31. Item Description 32. Item Description 33. Item Description 34. Item Description 35. Item Description 36. Item Description 37. Item Description 38. Item Description 39. Item Description 40. Item Description 41. Item Description 42. Item Description 43. Item Description 44. Item Description 45. Item Description 46. Item Description 47. Item Description 48. Item Description 49. Item Description 50. Item Description 51. Item Description 52. Item Description 53. Item Description 54. Item Description 55. Item Description 56. Item Description 57. Item Description 58. Item Description 59. Item Description 60. Item Description 61. Item Description 62. Item Description 63. Item Description 64. Item Description 65. Item Description 66. Item Description 67. Item Description 68. Item Description 69. Item Description 70. Item Description 71. Item Description 72. Item Description 73. Item Description 74. Item Description 75. Item Description 76. Item Description 77. Item Description 78. Item Description 79. Item Description 80. Item Description 81. Item Description 82. Item Description 83. Item Description 84. Item Description 85. Item Description 86. Item Description 87. Item Description 88. Item Description 89. Item Description 90. Item Description 91. Item Description 92. Item Description 93. Item Description 94. Item Description 95. Item Description 96. Item Description 97. Item Description 98. Item Description 99. Item Description 100. Item Description	
3. Delivery address 757 THIRD AVENUE 3rd Floor NEW YORK NY		7. Shipment requirements 8. Shipment requirements 9. Shipment requirements 10. Shipment requirements 11. Shipment requirements 12. Shipment requirements 13. Shipment requirements 14. Shipment requirements 15. Shipment requirements 16. Shipment requirements 17. Shipment requirements 18. Shipment requirements 19. Shipment requirements 20. Shipment requirements 21. Shipment requirements 22. Shipment requirements 23. Shipment requirements 24. Shipment requirements 25. Shipment requirements 26. Shipment requirements 27. Shipment requirements 28. Shipment requirements 29. Shipment requirements 30. Shipment requirements 31. Shipment requirements 32. Shipment requirements 33. Shipment requirements 34. Shipment requirements 35. Shipment requirements 36. Shipment requirements 37. Shipment requirements 38. Shipment requirements 39. Shipment requirements 40. Shipment requirements 41. Shipment requirements 42. Shipment requirements 43. Shipment requirements 44. Shipment requirements 45. Shipment requirements 46. Shipment requirements 47. Shipment requirements 48. Shipment requirements 49. Shipment requirements 50. Shipment requirements 51. Shipment requirements 52. Shipment requirements 53. Shipment requirements 54. Shipment requirements 55. Shipment requirements 56. Shipment requirements 57. Shipment requirements 58. Shipment requirements 59. Shipment requirements 60. Shipment requirements 61. Shipment requirements 62. Shipment requirements 63. Shipment requirements 64. Shipment requirements 65. Shipment requirements 66. Shipment requirements 67. Shipment requirements 68. Shipment requirements 69. Shipment requirements 70. Shipment requirements 71. Shipment requirements 72. Shipment requirements 73. Shipment requirements 74. Shipment requirements 75. Shipment requirements 76. Shipment requirements 77. Shipment requirements 78. Shipment requirements 79. Shipment requirements 80. Shipment requirements 81. Shipment requirements 82. Shipment requirements 83. Shipment requirements 84. Shipment requirements 85. Shipment requirements 86. Shipment requirements 87. Shipment requirements 88. Shipment requirements 89. Shipment requirements 90. Shipment requirements 91. Shipment requirements 92. Shipment requirements 93. Shipment requirements 94. Shipment requirements 95. Shipment requirements 96. Shipment requirements 97. Shipment requirements 98. Shipment requirements 99. Shipment requirements 100. Shipment requirements		11. Account No. 105072317 12. Ref Code RMBR 13. Date 6/30/95 14. Weight 6.30 kg 15. Volume 1/1 16. Product 00000000 17. Order Ref. 00000000			